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December 12, 2000

RECEIVED

DEC 12 2000

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

HAND DELIVERED

Magalie Salas, Esq.
Secretary
Federal Communications Commission
445 12th Street, SW, Room TW-B204
Washington, D.C. 20554

Re: MM Docket No. 00-54
RM-9835
RM-9907

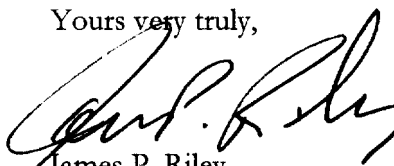
Dear Ms. Salas:

Transmitted herewith is an original and four copies of Joint Request for Approval of Agreement, filed on behalf of Bogata Broadcasting Company and Inspiration Media of Texas, Inc., with regard to the Petition for Reconsideration in the above-referenced docket being filed today by Bogata Broadcasting Company.

The Agreement between the parties is attached to the Joint Request. The statement of Bogata Broadcasting Company in response to Section 1.420(j) of the rules, referred to at par. 2 of the Joint Request, is not available today and will be filed as a supplement. The certification of Inspiration Media of Texas, Inc., is attached to the Joint Request.

Should further information be needed, please contact the undersigned or John F. Garziglia, Esq. of Pepper & Corazzini, L.L.P., 202-296-0600, counsel for Bogata Broadcasting Company.

Yours very truly,



James P. Riley
Counsel for Inspiration Media of Texas, Inc.

JPR:deb

Enclosures

cc: Robert Hayne, Esq., Mass Media Bureau (By Hand /Enclosure)
John F. Garziglia, Esq. (w/ Enclosure)

No. of Copies rec'd
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ORIGINAL

Before the
Federal Communications Commission
Washington DC 20554

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DEC 12 2000

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of)	
)	
Amendment of Section 73.202(b))	MM Docket No. 00-54
Tale of Allotments)	RM-9835
FM Broadcast Stations.)	RM-9907
(Mount Pleasant & Bogata, Texas))	

To: Allocations Branch, Mass Media Bureau

JOINT REQUEST FOR APPROVAL OF AGREEMENT

Bogata Broadcasting Company ("BBC") and Inspiration Media of Texas, Inc. ("Inspiration Media"), by counsel, hereby submit for Commission review, and request Commission approval of, their Agreement, attached hereto, entered into in accordance with Section 1.420(j) of the Commission's rules.

1. The Agreement provides that BBC will be reimbursed expenses as permitted by Section 1.420(j) by Inspiration Media in return for BBC's withdrawal of its expression of interest in the allotment of Channel 263A at Bogata, Texas, reimbursement contingent upon the Commission's rescission of the allotment made in the *Report and Order* released October 27, 2000 (DA 00-2325).

2. The public interest supports rescission of the Bogata allotment for reasons set forth in BBC's Petition for Reconsideration being filed concurrently with this request. The Commission is requested to act on that petition and this request simultaneously in a single order. This request is appropriately supported by the attached Agreement between BBC and Inspiration Media, and statements of BBC and Inspiration Media filed pursuant to Section


1.420(j)(1)-(4) and (5) respectively, which show compliance with the Commission's requirements.

WHEREFORE, the Commission is urged to promptly act on the Petition for Reconsideration submitted by BBC concurrently herewith and to grant this Joint Request for Approval of Agreement, and to take those actions simultaneously in a single order.

Respectfully submitted,

BOGATA BROADCASTING COMPANY

By

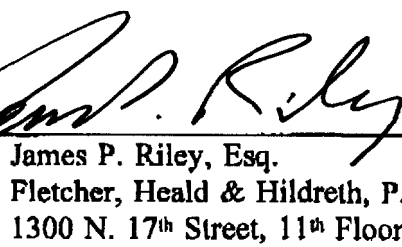

Gregg P. Skall, Esq.
John F. Garziglia, Esq.
Pepper & Corazzini, L.L.P.
1776 K Street, NW, Suite 200

Washington, DC 20006
202-296-0600

Its Attorneys

INSPIRATION MEDIA OF TEXAS, INC.

By


James P. Riley, Esq.
Fletcher, Heald & Hildreth, P.L.C.
1300 N. 17th Street, 11th Floor
Arlington, VA 22209
703-812-0400

Its Attorneys

December 12, 2000

DHB/AWP5133BJOINTR-1.WPD

AGREEMENT

This Agreement is entered into as of December 11, 2000, by and between Bogata Broadcasting Company ("BBC") and Inspiration Media of Texas, Inc. ("Inspiration Media").

RECITALS

BBC filed a counterproposal in MM Docket No. 00-54 before the Federal Communications Commission ("FCC"), in which BBC proposed the allotment of Channel 263A to Bogata, Texas, and stated its intention to file an application for Channel 263A at Bogata (the "Counterproposal").

Inspiration Media desires that Channel 263A not be allotted as proposed, because that allotment could impede the improvement of the facilities of an adjacent channel FM station being acquired by Inspiration Media.

Inspiration Media and BBC commenced discussions in mid-September, 2000, beginning with Inspiration Media's offer to reimburse BBC to the full extent authorized by FCC rules in return for BBC's withdrawal of the Counterproposal and the FCC's consequent dismissal of the Counterproposal. Coincidentally, BBC's interest in pursuing the Counterproposal had begun to diminish. Those discussions were nearing conclusion when, on October 27, 2000, the FCC released a Report and Order in MM Docket 00-54 which granted the Counterproposal and designated Channel 263A for allotment to Bogata to be effective December 12, 2000 (the "Order"). BBC was the only party proposing or stating support for the allotment of 263A to Bogata.

Immediately after release of the Order, BBC and Inspiration Media concluded their discussions, with BBC's acceptance of Inspiration Media's offer of reimbursement contingent upon the FCC's rescission of the allotment of 263A to Bogata.

NOW, THEREFORE,

The parties agree, in view of the foregoing and in consideration of the mutual representations and promises herein, to the following:

1. BBC will execute for filing with the FCC a statement which, contingent on FCC approval of this Agreement, withdraws its expression of interest in the allotment of Channel 263A to Bogata and requests that this allotment be rescinded so that Channel 263A may be free for allotment elsewhere. BBC will join with Inspiration Media in filing pleadings which submit BBC's statement and the Agreement, and request approval of this Agreement and rescission of the Channel 263A allotment (the "Approval and Rescission Requests"). Those pleadings will reflect the withdrawal of BBC's prior statement of intention to file an application for the allotment, its present intention to not file that application, and that the greater public interest lies in the combination of not impeding the improvement to be sought by Inspiration Media in the adjacent channel station and the freeing of Channel 263A for allotment in another community where there may be a present interest and intention to make use of the allotment.

2. Inspiration Media will reimburse BBC as permitted by Section 1.420(j) of the FCC's rules, by payment to BBC of the amount permitted by the FCC, to a maximum of \$15,000.00 (the "Escrowed Amount") contingent upon the FCC issuing an order granting the Approval and Rescission Requests (the "Rescission Order"), and the

Rescission Order becoming final, no longer subject to review by or appeal before the FCC or any court. Payment will be made by transfer to BBC within five business days of finality of the Rescission Order from the Escrowed Amount of the amount approved by the FCC. The Escrowed Amount shall be deposited in the trust account of Inspiration Media's attorneys within five business days of the signing of this Agreement.

3. All expenses entailed by the preparation and prosecution of this Agreement and the actions contemplated hereby, including preparation of the Approval and Rescission Requests and any pleadings or filings in pursuit of the FCC's grant of the Rescission Order, will be paid for by Inspiration Media. Should the FCC deny the Approval and Rescission Requests, or should its grant of the Rescission Order be appealed, Inspiration Media may, in its sole discretion, terminate this Agreement and cease prosecution of the Approval and Rescission Requests upon notice to BBC that it is doing so.

4. The parties shall cooperate in good faith and in timely fashion in providing any information requested by the FCC in connection with the prosecution of the Approval and Rescission Requests, and in preparing a response to any objection to the Approval and Rescission Requests.

5. Notices: Any notice for any purpose required or permitted to be given under the provisions of this Agreement shall be in writing, including by facsimile, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to the nationally recognized overnight courier service if sent by an overnight delivery service for next

morning delivery or when delivered by facsimile transmission, and shall be addressed as follows (or to such other address as any party may request by written notice):

To: Inspiration Media:

Jonathan L. Block, Esq.
4880 Santa Rosa Road, Suite 300
Camarillo, CA 93012
FAX: 805-384-4505

with a copies, which shall not constitute notice, to:

Mr. Stuart W. Epperson
3780 Will Scarlet Road
Winston-Salem, NC 27104
FAX: 336-768-4147

and

James P. Riley, Esq.
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street, 11th Floor
Arlington, VA 22209
FAX: 703-812-0486

To: Bogata Broadcasting Company

Kenneth R. Reynolds, II
2700 East Bypass
Suite 1250
College Station, TX 77845
FAX: 979-696-2011

with copies which shall not constitute notice to:

Mr. Phil Silva
P.O. Box 690
2775 N.E. Loop 286
Paris, TX 75461-0690

Gregg P. Skall, Esq.
Pepper & Corizzini, L.L.P.
1776 K Street, NW
Suite 200
Washington, DC 20006
FAX: 202-296-5572

6. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

7. The construction and performance of this Agreement shall be governed by the laws of the State of Texas without giving effect to the choice of law provisions thereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the
date first written above.

BOGATA BROADCASTING COMPANY

By Kenneth B. Reynolds, II

INSPIRATION MEDIA OF TEXAS, INC

By Jonathan L. Block, Vice President

and

Gregg P. Skall, Esq.
Pepper & Corizzini, L.L.P.
1776 K Street, NW
Suite 200
Washington, DC 20006
FAX: 202-296-5572

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BOGATA BROADCASTING COMPANY

By _____
Kenneth R. Reynolds, II

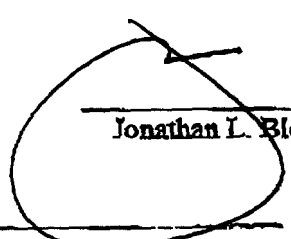
INSPIRATION MEDIA OF TEXAS, INC.

By _____
Jonathan L. Block, Vice President

CERTIFICATION

Inspiration Media of Texas, Inc., is a party to an Agreement with Bogata Broadcasting Company calling for reimbursement of Bogata Broadcasting Company according to the terms of the Agreement. Neither Inspiration Media of Texas, Inc., nor its principals has paid or will pay to Bogata Broadcasting Company or its principals money or other consideration in excess of the legitimate and prudent expenses of Bogata Broadcasting Company as provided for in the written Agreement. There is no oral agreement between Inspiration Media of Texas, Inc., and Bogata Broadcasting Company.

I certify under penalty of perjury that the foregoing is true and correct. Signed this 12 day of December 2000.



Jonathan L. Block, Vice President